

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
LUBBOCK DIVISION

IN RE:

REAGOR-DYKES MOTORS, LP, *et al.*¹

Debtor.

§
§
§
§
§

Case No. 18-50214-rlj-11
(Jointly Administered)

SECOND STIPULATION AND AGREED ORDER REGARDING
DEBTORS' MOTION PURSUANT TO 11 U.S.C. § 365(d)(4), INCLUDING LIMITED
DEADLINE EXTENSION

Before the court is the Debtors' *Motion Pursuant To 11 U.S.C. § 365(D)(4) For an Order Extending the Time Period Within Which the Debtors May Assume or Reject Unexpired Leases of Non-Residential Real Property* [Doc. No. 420] ("***the Motion to Extend***"), to which Pattie Sue Noel, Independent Executor, joined as necessary by Jack Morris Ford Lincoln Mercury, Inc. (collectively "***Plainview Landlord***") timely filed a written objection [Doc No. 463] ("***the Objection***"). As indicated by the signatures below, the

¹ The Debtors are Reagor-Dykes Imports, LP (Case No. 18-50215), Reagor-Dykes Amarillo (Case No. 18-50216), Reagor-Dykes Auto Company, LP (Case No. 18-50217), Reagor-Dykes Plainview, LP (Case No. 18-50218), Reagor-Dykes Floydada, LP (Case No. 18-50219), Reagor-Dykes Snyder, L.P. (Case No. 18-50321), Reagor-Dykes III LLC (Case No. 18-50322), Reagor-Dykes II LLC (Case No. 18-50323), Reagor Auto Mall Ltd. (Case No. 18-50324) and Reagor-Dykes Auto Mall I LLC (Case No. 18-50325).

Debtors, Reagor-Dykes Auto Company, LP (“**RDAC**”) and Reagor-Dykes Motors, LP (“**RD Motors**”) and Plainview Landlord stipulate and agree to the following:

1. Solely as between RDAC, RD Motors, or any affected debtor in these jointly administered cases (collectively, “***the Debtors***”) and Plainview Landlord, the deadline for assumption or rejection of an unexpired lease of nonresidential real property under 11 U.S.C. § 365(d)(4)(A) is extended through and including January 23, 2019.

2. The December 12, 2018, setting to hear the Plainview Landlord’s Objection and the Motion to Extend as it relates to the Plainview Landlord only should be continued and reset to either January 8, 2019, or January 23, 2019 at _____ .m. in this Court’s Lubbock Division.

3. The Motion to Extend as it relates to the Plainview Landlord only (and the Objection) will be consolidated and heard contemporaneously with the following motion filed by the Plainview Landlord: Plainview Landlord’s Motion to Compel Assumption or Rejection of Unexpired Non-residential Real Property Lease and Executory Contract and to Compel Debtors’ Compliance with 11 U.S.C. § 365(d)(3) [Doc. No. 186] (“***the Plainview Motion to Compel***”).

4. The Debtor, RDAC, must pay to Plainview Landlord a monthly lease rental installment of \$6,500.00 on or before January 3, 2019.

5. **Reservation of Rights.** The purpose of this stipulation is to promote judicial efficiency and to provide a procedural mechanism for addressing related issues contemporaneously and not to adjudicate any substantive issue other than the limited deadline extension approved under this Order. Each of the parties to this stipulation reserve all rights, claims, and defenses with respect to the Motion to Extend, the Plainview Motion to Compel, and any related contested matter, arising under Section 363, Section 365 (of the Bankruptcy Code) or otherwise, and this is without prejudice as to any of these parties seeking any other relief in these jointly administered cases.

6. These stipulations are made and entered into between these parties in the interest of judicial economy, and without waiving any claim or defense by either of these parties.

IT IS THEREFORE ORDERED that:

1. The deadline for assumption or rejection of non-residential leases under 11 U.S.C. § 365(d)(4)(A), as between the Debtors and Plainview Landlord only, is extended through and including January 23, 2019, at 11:59 p.m. Central Time.
2. The Motion to Extend as it relates to the Plainview Landlord only, the Objection, and the Plainview Motion to Compel shall be heard on either January 8, 2019, or January 23, 2019 at _____ .m., in this court's Lubbock Division, Room 314, 1205 Texas Avenue, Lubbock Texas. The December 12, 2018 setting on the Motion to Extend is vacated as it relates to the Plainview Landlord only.
3. The Stipulations set forth above are approved by and adopted as the order of this Court.
4. Except as to the deadline extension approved and implemented by this order, this order is otherwise without prejudice as to the claims or defenses of any of the Debtors or Plainview Landlord with respect to any of the contested matters referenced in or affected by this order.

END OF ORDER

Approved, Stipulated, and Agreed:

/s/Roger S. Cox

ROGER S. COX, Texas State Bar No. 04956200

UNDERWOOD

P. O. Box 9158

Amarillo, Texas 79105-9158

Telephone (Direct): (806) 242-9651

Fax: (806) 379-0316

E-mail: roger.cox@uwlaw.com

Counsel for Patti Sue Noel, Independent Executor of the
Estate of M.I. "Jack" Morris, Deceased and
Jack Morris Ford Lincoln Mercury, Inc.

/s/Marcus A. Helt

MARCUS A. HELT, Texas State Bar No. 24052187

C. ASHLEY ELLIS, Texas State Bar No. 00794824

FOLEY GARDERE

FOLEY & LARDNER LLP

2021 McKinney Avenue, Suite 1600

Dallas, TX 75201

Counsel for Debtors and Debtors-in-Possession

**STIPULATION AND AGREED ORDER REGARDING DEBTORS' MOTION
PURSUANT TO 11 U.S.C. § 365(d)(4)**